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SEP 14 1966 AM 11:38 150RC \* \* \* \* .61

KNOW ALL MEN BY THESE PRESENTS that the Massachusetts Rifle Association of Woburn, Middlesex County, Commonwealth of Massachusetts, a corporation organized by law of said Woburn, for consideration paid, the same being less than One Hundred (\$100.) Dollars by the City of Woburn, a municipal corporation situated in the County of Middlesex, does hereby release unto the said City of Woburn all its right, title and interest in and to a certain parcel of land situated in Woburn and bounded and described as follows:

Beginning at a point on the westerly side of a way leading from Salem Street at land of formerly John J. and Robert A. Graham, thence the line runs  $S64^{\circ}38'20''W$  by land of said John J. and Robert A. Graham a distance of 187.86 feet; thence, the line runs  $N40^{\circ}38'20''W$  by land of City of Woburn a distance of 214.99 feet to an angle; thence, the line runs  $N88^{\circ}3'50''V$  still by land of City of Woburn a distance of 193.05 feet to an angle; thence, the line runs  $N00^{\circ}59'20''W$  still by land of City of Woburn a distance of 240.37 feet to an angle; thence, the line runs  $N88^{\circ}3'50''W$  still by land of City of Woburn a distance of 216 feet more or less to the center line of the Aberjona River; thence, the line runs in a general northerly direction by the center line of said Aberjona River a distance of 950 feet more or less to a point in the center line of said river; thence, the line runs  $N89^{\circ}53'15''V$  by land of John J. Riley Co. a distance of 459.62 feet to an angle at land now or formerly of Dominic B. Raimando; thence, the line runs  $N00^{\circ}27'24''E$  by land of said Dominic B. Raimando a distance of 100 feet to an angle; thence, the line runs  $N89^{\circ}53'15''E$  still by land of said Dominic B. Raimando a distance of 662.35 feet to an angle; thence, the line runs  $N00^{\circ}6'53''W$  still by land of said Dominic B. Raimando a distance of 203.25 feet to land of Massachusetts Rifle Association; thence, the line runs  $N89^{\circ}36'40''V$  by other land of Massachusetts Rifle Association a distance of 31.48 feet to an angle; thence, the line runs  $S67^{\circ}45'20''E$  still by other land of said Massachusetts Rifle Association a distance of 154.46 feet; thence, the line runs  $S45^{\circ}54'00''E$  still by other land of said Massachusetts Rifle Association a distance of 154.46 feet to an angle; thence, the line runs  $S24^{\circ}2'40''E$  still by other land of said Massachusetts Rifle Association a distance of 154.46 feet to an angle; thence, the line runs  $S2^{\circ}26'40''E$  still by other land of said Massachusetts Rifle Association a distance of 870.44 feet to a point at the terminus of a way; thence, the line runs  $S87^{\circ}33'20''W$  by the terminus of said way a distance of 40.00 feet to the westerly sideline of said way; thence, the line runs  $S2^{\circ}26'40''E$  by the westerly sideline of said way a distance of 14.00 feet to an angle; thence, the line runs  $S150^{\circ}00'00''E$  by the westerly sideline of said way a distance of 28.49 feet to the point of beginning.

10/27

SEE PLAN IN RECORD BOOK//Z// PAGE 161

Above description to conform to a plan entitled Plan of Lots for water supply purposes, City of Woburn, surveyed by, George W. Olson City Engineer, December 4, 1964, scale one inch equals 60 feet. And certain description to parcel number 2 containing 15.9 acres plus or minus as shown on above mentioned plan to be recorded herewith.

This deed is to confirm to the City of Woburn the title to the aforesaid property taken by the officer or Board of Officers under whose direction or control the taking was made under and by virtue of a General Law, Chapter X79, Section 10.

In Witness Whereof, the Massachusetts Rifle Association has caused this instrument to be signed and its seal affixed by Roy thereunto duly authorized W. Graves, its President, this second day of August, 1966.



MASSACHUSETTS RIFLE ASSOCIATION

BY: Ray W. Graves  
President

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

August 2, 1966

Personally appeared before me, Roy W. Graves, President, and acknowledged the foregoing instrument to be the free act and deed of the Massachusetts Rifle Association.

Charles H. Spring  
Notary Public

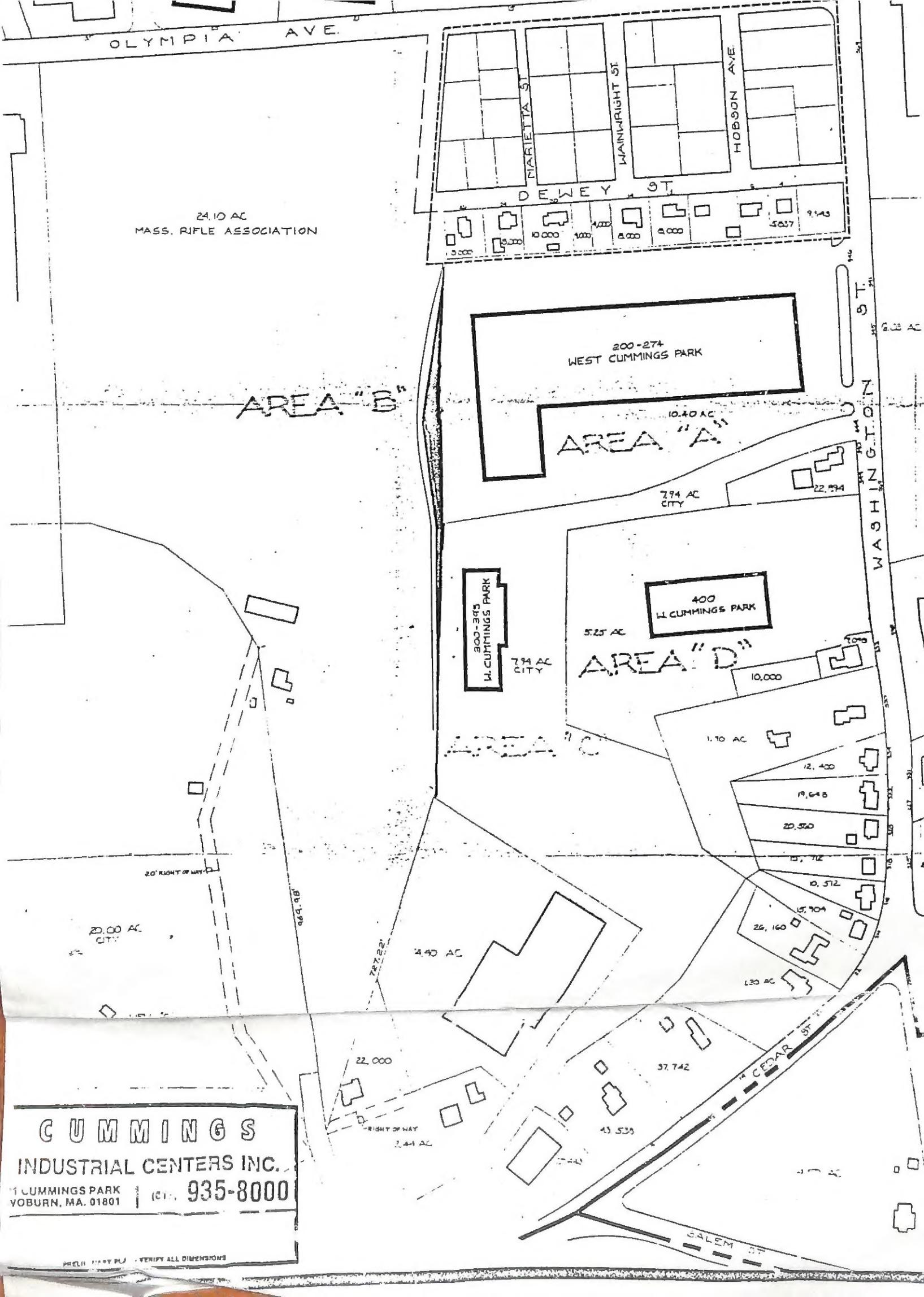
My commission expires: Dec 6 1969

I, E. P. Matson, Secretary of the Massachusetts  
Rifle Association hereby certify that at a meeting of  
the Board of Directors held on July 5, 1966, at which  
more than a majority of the directors were present, it  
was

VOTED: That The President of the Massachusetts Rifle  
Association, Roy W. Graves, be and he is hereby  
authorized, empowered and directed by and on  
behalf of the Massachusetts Rifle Association  
to sign, seal, execute and deliver to the City  
of Woburn, a Municipal Corporation, a confirmatory  
deed to approximately 15.9 acres of the land of  
the Massachusetts Rifle Association taken, by  
the City of Woburn in pais, and which action  
forms the basis of a petition brought by the  
Massachusetts Rifle Association against the  
City of Woburn under Chapter 79 of the General  
Laws of Massachusetts.

A True Copy of the Record.

ATTEST: E.P. Matson  
Secretary



WASSERMAN, SALTER & ROME

COUNSELLORS AT LAW

31 MILK STREET

BOSTON, MASSACHUSETTS 02109

(617) 956-1700

LEONARD M. SALTER  
BERNARD P. ROME  
M. MARK KLEIN  
JOSEPH R. GRASSIA  
EDWARD F. GEORGE, JR.  
ALICE M. VOGLER  
ANITA W. ROBBY  
E. MELVIN NASH  
RUSSELL L. CHIN  
THOMAS L. McLAUGHLIN  
GAYLE S. GHITELMAN  
JANE L. BRODY  
CAROLYN R. JURIST

GEORGE A. DEAN  
(1936-1973)

ARTHUR THEISE WASSERMAN  
PAUL V. SALTER  
OF COUNSEL

March 21, 1984

Mr. William S. Cummings  
Cummings Industrial Centers, Inc.  
200 West Cummings Park  
Woburn, MA 01801

Re: Massachusetts Rifle Association

Dear Bill:

On March 5, 1984, I attended the MRA Board of Directors meeting presided over by Bob Ripley at which time I advised the Association that:

- a. It would be in their best interest to file a definitive sub-division plan dividing (on paper) their 25 + acres into three (3) lots with required frontage for all three provided by two (2) cul-de-sac extensions of Oregon Avenue and a roadway to be developed from Salem Street in order to preserve their rights to develop the same for seven (7) years subsequent to any rezoning of the MRA land from commercial/industrial to residential.
- b. You were interested in making the Association an offer to purchase approximately nine (9) acres of land or less fronting on Oregon Avenue for a sum to be disclosed once a more definitive projection is made of the MRA's needs for its trap facilities.
- c. CIC is interested in order to facilitate the foregoing without the Association feeling any sense of loss upon the sale of property, and in fact in a good faith effort to improve their facilities for the long term, to have its architectural/engineering staff prepare and submit for the Board's consideration drawings of several proposed indoor range construction alternatives and to work with the Board in refining its desired concepts for possible construction.

My statement to the Board was that I did not want to have your company undertake this effort without at least a concensus of the Board that in return for your work as described in sub-paragraph c above, your proposal to purchase property as described in b above would be given first preference

Mr. William S. Cummings  
Page 2  
March 21, 1984

assuming that the price offered was competitive with the best price available from other sources and that the Association should decide in fact to sell at all. The Board unanimously passed a resolution:

"That Mr. Cummings present us with an offer and an idea as to the disposal and price of the land he is interested in, with no obligation on our part, and that we would give his proposal favorable consideration but might put the property up to open bid".

A second motion directed the officers of the Association to seek advice from the National Rifle Association for range construction plans. Though no motion was made regarding your submission of plans, the Board was highly interested but concerned with the foregoing caveat. I would personally ask you to prepare the plans as I believe the National Rifle Association will be helpful only in supplying model range plans. In my opinion, the expertise of Mike Pascavage and Jim May will definitely be needed in any useful proposed adaption of such plans to the topography and resources of the Massachusetts Rifle Association range site.

In order to further this project, I am enclosing herewith:

1. Copy of Article from the American Rifleman magazine published April, 1981 entitled "How Far Will Shot Fly?"
2. Copy of a Western Cartridge Company Trap Field Layout.

You will notice that although No. 2 describes a 300 yard by 400 yard "Danger Zone", this is produced according to no ascribed scientific principles and is contravened by No. 1 in the following manner: by both the Journee Rule and Siacci Method the maximum Range in Yards of No. 7 1/2 Shot is 210 yards (Table 1). The Rules of the Massachusetts Rifle Association have long dictated the use of shot no larger than 7 1/2 at trap shooting. (the larger the number, the smaller the shot size). Not being an expert, it would seem to me that the shot fall area (to the solid wall or back of a building) need be no further than 210 to 225 yards from the firing point. If we can get a safety engineer to agree, it would render the issue decisive.

3. A copy of the Plan of Land in Woburn, Massachusetts prepared by William A. Caperci, dated September 1, 1981, from the notes of George Olson, Senior.

This is a duplicate from Boston Blue Print of the Plan filed by us on July 23, 1982 at Middlesex South Registry of Deeds as File Plan No. 706, Document No. 09304 of July 23, 1982.

4. Copy of Plan of Property belonging to Massachusetts Rifle Association surveyed by George W. Olson dated May 1, 1960.

Please note this is copied by Boston Blue Print today from the original

Mr. William S. Cummings  
Page 3  
March 21, 1984

which I now have in my office. Also, note there is an overlay showing a proposed range plan done by George. I can reproduce the underlay if important which Boston Blue Print failed to do.

5. Copy of Plan of Lots for Water Supply Purposes being Plan No. 1097 of 1966.

Note No. 5 represents land taken by Woburn from Massachusetts Rifle Association for the Wells G + H and therefore when deleted from No. 4 should correlate with No. 3 above.

I have researched and will shortly render a legal opinion to the Massachusetts Rifle Association Board regarding the Well property, a copy of which I am sure President Dick Boyle will authorize me to circulate to you. At this point, conservative advice dictates that all plans for the Massachusetts Rifle Association trap contemplating a sale of a portion of Massachusetts Rifle Association land, should be drawn to be entirely contained within the boundaries of its own property.

Finally, Dick has instructed me to request that you proceed with the definitive subdivision plan preparation and that, once I have approved the same, it be filed in accordance with our discussion as set forth above.

Thank you for your courtesy and cooperation and we shall look forward to meeting with you, Mike, Jim and Jamie McKeown for some trap shooting at the Massachusetts Rifle Association on Saturday, March 25 at 10:00 a.m.

Best regards,

WASSERMAN, SALTER & ROME

Edward F. George, Jr.

EFG/pl  
Enclosures  
cc: Richard T. Boyle, President  
of Massachusetts Rifle Assoc.  
Board of Directors (MRA)

AGREEMENT

Agreement made this 9<sup>th</sup> day of January, 1984 between the Massachusetts Rifle Association, a non-profit corporation duly organized and existing under the laws of the Commonwealth of Massachusetts (hereinafter referred to as "MRA") of Woburn, Middlesex County, and Cummings Industrial Center, Inc., a business corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and William S. Cummings, Trustee of the William S. Cummings Realty Trust, under a Declaration of Trust recorded in the Middlesex South District of Deeds at Book 13242, Page 444. ( both hereinafter referred to as "CIC") as follows:

1. The MRA recognizes that CIC is entitled to drain surface water from the building and parking lot known as 200-274 West Cummings Park consisting of 10.40 acres of land, identified as Area A on the sketch attached hereto, into and through the existing water courses of that portion of the land of the MRA identified as Area B (i.e. that area laying between the present 100 yd. and 200 yd. rifle range backstops and extending from 200-274 West Cummings Park to the Aberjona River.) on said sketch to the Aberjona River provided that :

- a) said building and/or parking lot area is not also used as collector(s) of surface water from any other parcel owned by CIC or any other person, firm, or corporation (with the exception provided for in paragraph 3 hereof) to any greater extent than existed on September 1, 1982 not including drainage from 400 West Cummings Park, and,
- b) no sewerage, wastewater, or other pollutants are added thereto or suffered or allowed to flow therewith by CIC or its tenants, successors, or assigns.

The MRA shall upon the execution hereof grant to CIC and its successors and assigns a permanent easement in form for recording with the Middlesex South District Registry of Deeds allowing CIC to drain said surface water from 200-274 West Cummings Park over land owned by MRA and incorporating said conditions. (said easement to be for the drainage of said surface water through the existing water courses in Area B only).

2. CIC agrees that upon the execution hereof it will clear and restore the existing water courses from 200-274 West Cummings Park through the said portion of the land of the MRA Area B to the Aberjona River including the removal of overgrowth and replacement of the existing culvert under the rifle range road ( which culvert is presently located approximately at the mid-point along

said road between the MRA clubhouse and the 200 yard rifle range backstop) and CIC agrees to pay the full costs and expenses thereof; CIC shall further accept the obligation to be recited in the permanent easement referred to in paragraph 1 above and binding on CIC's successors and assigns to maintain said water passages and culvert in a clear and restored condition thereafter, including the future repair and replacement of said culvert as necessary to maintain the existing water flow at CIC's expense. CIC also agrees that it will upon the execution hereof repair the footings of MRA's metal fence and the fence itself wherever the same has been damaged or eroded throughout the entire length of said fence which lies within the land of the MRA along its common boundary with the parcel known as 300 West Cummings Park (formerly the Golden School property) shown as Area C on said sketch and with the 200-274 West Cummings Park parcel at the sole expense of CIC regardless of the cause of said damage or erosion to said fence and its footings and said repair shall include installation of stone, concrete, or other appropriate bedding in the water courses at such places as the said surface water currently drains from pipes presently protruding from the fill at the edge of 200-274 West Cummings Park, under the present fence line, as necessary to prevent future erosion of the footings of said fence and including installation of appropriate fill to close the gap between the ground level and the bottom of said fence so as to eliminate any crawl spaces, but maintaining at all times the

present location of all fence poles and footings even if replaced or rebuilt. Thereafter, the MRA shall have the sole obligation to maintain the condition of said fence in good repair and CIC shall have the obligation to maintain the condition of said drainage bedding in good repair, which obligation of CIC also will be incorporated in the permanent easement recited in paragraph 1 above and shall bind CIC's successors and assigns.

3. The MRA shall upon the execution hereof grant to CIC a temporary easement to drain surface water from the building and parking lot known as 400 West Cummings Park consisting of 6.0 acres and identified as Area D on the sketch attached hereto through the drainage pipe system of 200-274 West Cummings Park and through the existing water courses of the portion of the land of the MRA identified as Area B on said sketch provided that:
  - a) said building and/or parking lot area is not also used as collector(s) of surface water from any other parcel owned by CIC or other person, firm, or corporation to any greater extent than existed on September 1, 1982, and,
  - b) no sewerage, wastewater, or other pollutants are added thereto or allowed or suffered to flow therewith by CIC or its tenants, successors and assigns, and,

c) further provided that at such time as the drainage or said surface water from 400 West Cummings Park into and through any part or the land of the MRA shall, in the sole opinion of the Board of Directors of the MRA, unreasonably interfere with the use by the MRA of said land, including its rifle, pistol and shotgun shooting ranges, buildings, parking lot and private ways or unreasonably interfere with any plans of the MRA or its successors or assigns for the sale or development for any use of any portion of its land, or unreasonably interfere with the ownership or use of its land by the MRA because of any governmental action relating to said drainage, either solely because of the amount or volume of said drainage from 400 West Cummings Park or as a result of its addition to the drainage from 200-2/4 West Cummings Park, then CIC shall, within sixty (60) days of receiving written notice from the MRA of such interference either:

- i) cease and desist from draining any surface water from 400 West Cummings Park, through the drainage system of 200-2/4 West Cummings Park or otherwise, into or through any portion of the land of the MRA, or,
- ii) obtain all necessary and statutory approval from all local, state, and federal governmental agencies necessary to construct a permanent drainage line through Area B of the land of the MRA, underground, to the Aberjona River in accordance with plans and

specifications prepared by CIC and approved by the MRA prior to construction; provided, however, that neither the construction of said permanent drainage line nor the line itself shall interfere with the existing drainage of water from the MRA's land through the then existing water courses and culvert to the Aberjona River, and further provided that if CIC continues to make good faith efforts to timely accomplish as soon as is reasonably possible this option, the MRA shall extend the time for performance by CIC for a minimum of three (3) successive 60-day periods as necessary; and further provided that if at any time prior to commencement of construction CIC in its sole discretion shall decide not to continue to bear the cost and/or expense of either obtaining said governmental approval or constructing said permanent drainage line, CIC shall have the right to abandon this option or refuse to undertake its accomplishment, in either case with written notice to the MRA, at which time, CIC shall have sixty (60) days to cease and desist from draining any surface water from 400 West Cummings Park in accordance with paragraph 3(a) above; further provided that at any time prior to the commencement of construction, the MRA may revert to option i above with written notice to CIC if it disapproves of said plans or specifications. CIC will construct at least one catch basin at the center point of the said drainage line at CIC's sole expense if requested by the MRA. Both Cummings Industrial Centers, Inc. and MRA agree to act in a reasonable manner with regard to their obligations to each other hereunder.

No written temporary easement other than this agreement shall be granted by MRA to CIC and the time during which the said temporary easement is allowed by the MRA to continue shall not constitute a prescriptive easement to CIC to drain surface water from 400 West Cummings Park into or upon any portion of the land of the MRA. In the event that CIC does obtain said governmental and MRA approval for, and complete the construction to 100% of said permanent drainage line to the Aberjona River pursuant to subparagraph (ii) above, however, then the MRA shall forthwith grant to CIC a permanent written easement with a maximum width of 20 feet to be recorded with the Middlesex South District Registry of Deeds to drain the surface water from 400 West Cummings Park through 200-274 West Cummings Park and into and through said permanent drainage line constructed in Area B on the land of the MRA to the Aberjona River and CIC shall, for itself, its successors, and assigns accept in said permanent easement the obligation at its expense to maintain the said drainage line through Area B of the MRA's land in good repair. The terms and conditions, rights and obligations of this paragraph 3 shall be binding upon the successors and assigns of the MRA and CIC respectively.

4. CIC shall not drain any additional surface or other water from 300 West Cummings Park into or through any portion of the land of the MRA other than is presently being so drained by a catch basin

constructed by the City of Woburn approximately thirty years ago.

5. CIC recognizes that it has constructed some portion of the rear of its parking lot located at 200-274 West Cummings Park (Area A) upon the land of the MRA and has graded, removed trees, and gone upon a certain area of land of the MRA at the rear of the parcel known as 300 West Cummings Park (Area C). CIC also recognizes that the MRA has filed a claim dated July 23, 1982 demanding a cessation of said trespass and removal of all improvements and land restoration or payment of money damages. In full and final settlement of the MRA's claims for said trespass and damages, CIC agrees to purchase and the MRA agrees to sell to CIC a certain parcel of primarily consisting of said land at the rear of said 200-274 West Cummings Park and 300 West Cummings Park in the following manner:

a) CIC and the MRA agree that the Plan of Land in Woburn, Massachusetts showing the existing boundaries of land belonging to the MRA dated September 1, 1981 prepared by William A. Caperci, a copy of which is attached hereto, is definitive of the present boundaries of the land of the MRA irrespective of any and all claims of CIC and its predecessors in title of the adjoining land to any adverse possessory interest or prescriptive rights or easements in any land of the MRA,

b) CIC shall immediately upon the execution hereof retain at CIC's expense the services of Mr. Caperci or such other registered land surveyor who is mutually acceptable to both William S. Cummings in his capacity as an officer of CIC and Richard T. Boyle in his capacity as an officer of the MRA for the purpose of surveying and drawing a new line for the division from the remaining land of the MRA of that certain parcel of land of the MRA laying to the easterly side of the MRA's said metal fence (which fence is to the easterly side of the MRA's range area) and lying directly between said fence and the land of CIC known as 200-274 West Cummings Park and 300 West Cummings Park, said divided parcel roughly and approximately being shown as Area E on said sketch attached hereto, for the purpose of ascertaining to a reasonable certainty the area in square feet of the said divided parcel, and for the purpose of drawing new plans of the land of the MRA and of the land of CIC at 200-274 West Cummings Park and 300 West Cummings Park in which the said divided parcel shall be incorporated separately into said 200-274 West Cummings Park and 300 West Cummings Park as appropriate (in such fashion as will best square the property lines). In surveying and drawing the new line for the division of said parcel, the registered land surveyor shall, at all points, maintain the new boundary line to be thus established between MRA and CIC along the length of the said MRA's easterly metal fence to the easterly side of said fence by at least one (1) foot, except that from the point at which said MRA

easterly fence intersects the existing metal fence of CIC laying behind 200-274 West Cummings Park to the point at the northwest corner of 200-274 West Cummings Park, the registered land surveyor shall maintain the new boundary line on the said CIC fence line and at the termination of said fence near the southwesterly bound of the 300 West Cummings Park parcel, to the easterly side of the imaginary extension line of the line of sight along the last two sections of said fence to the point at which said imaginary line intersects the common boundary between the MRA and the land of New England Plastics, but shall otherwise describe and lay out said new boundary line to be as straight, or in the minimum number of straight lines, as possible using his professional discretion. Said new plans of the land of the MRA and the land of CIC at 200-274 West Cummings Park and at 300 West Cummings Park shall conform to the rules and regulations of the Middlesex South District Registry of Deeds and be filed therewith. In performing said survey and in determining the square footage of said divided parcel the registered land surveyor shall base his work upon the lines and bounds of the said plan dated September 11, 1981 attached hereto.

- c) The MRA shall upon completion of the work called for in paragraph 5(b) above by the said land surveyor, deliver to CIC a quitclaim deed or the said divided parcel lying between the easterly side of the MRA's metal fence near its easterly present bounds and the

present bounds of 200-274 West Cummings Park and 300 West Cummings Park and CIC shall deliver to MRA in cash or certified checks an amount equal to the total of square footage of said divided parcel as determined by the registered land surveyor multiplied by one dollar (\$1) per square foot, but in any event as consideration to each party respectively for the execution of this agreement, both the MRA and CIC agree that the consideration for said deed and the conveyance of said parcel shall not be less than \$21,780 (1/2 acre at \$1 per square foot) nor more than \$65,340 (1 1/2 acres at \$1 per square foot). Said deed shall describe the parcel conveyed in metes and bounds derived from the new survey plans and calculations of the registered land surveyor called for above. No adjustment shall be made at the time of sale for paid or unpaid real estate taxes or other municipal charges or liens.

6. The quitclaim deed to be conveyed by the MRA to CIC pursuant to paragraph 5(c) above shall recite as restrictive covenants:

a) that CIC and its successors and assigns shall not construct additional buildings of any kind between the existing buildings at 200-274 West Cummings Park and 300 West Cummings Park and the new boundary line of the MRA utilizing said newly divided parcel either for construction space or for compliance with building and zoning regulations, and,

b) that CIC and its successors and assigns recognize that said newly divided parcel is adjacent to a rifle, pistol and shotgun range, subject to levels of noise caused by the firing of such guns, and agree that they will not complain either as the owners of the newly divided parcel or of the existing parcels at 200-2 1/4 West Cummings Park and 300 West Cummings Park of said noise levels nor complain of the existance of an adjacent shooting range provided that the MRA maintains its ranges in their presently existing state or repair and continues to use said ranges for the level of shooting activity (i.e. with such firing frequency) as has existed at the MRA during the past several years. An increase in membership in the MRA shall not constitute or be considered as an increase in firing frequency or noise level and any actual increase in same shall be countervailed by the construction of additional baffles by the MRA. Said restrictive covenants shall run with the land to be conveyed.

7. This agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

Executed as an agreement under seal. *2d* *W.S.C.*

CUMMINGS INDUSTRIAL CENTER

by William S. Cummings  
its President

William S. Cummings  
its Treasurer

William S. Cummings

William S. Cummings, Trustee

MASSACHUSETTS RIFLE ASSOCIATION

by Philip T. Boyle  
its President

D. S. B.

its Treasurer

WASSERMAN, SALTER & ROME

COUNSELLORS AT LAW

31 MILK STREET

BOSTON, MASSACHUSETTS 02109

(617) 956-1700

LEONARD M. SALTER  
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GEORGE A. DEAN  
(1936-1973)

ARTHUR THEISE WASSERMAN  
PAUL V. SALTER  
OF COUNSEL

March 22, 1984

Mr. Peter Bonjorno  
64 Montrose Avenue  
Wakefield, MA 01880

Mr. Richard T. Boyle  
1 Mott Street  
Arlington, MA 02174

Mr. Robert Peary  
60 Waverly Road  
Woburn, MA 01801

Mr. David A. Perrault  
119 Redgate Lane  
Reading, MA 01867

Re: Cummings Industrial Center, Inc.

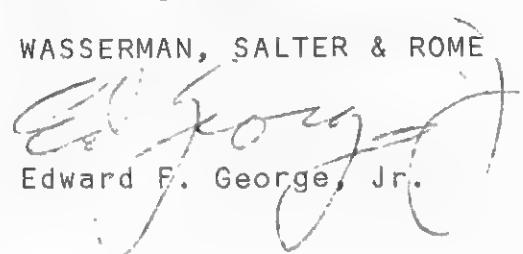
Gentlemen:

Enclosed herewith please find copies of the following documents which I delivered to the other members of the Board of Directors by hand on the date of the March 5, 1984 Board of Directors meeting, but which were not delivered to you on that date either because of your inability to attend same or shortage of copies for which I sincerely apologize:

1. Letter dated January 18, 1984 from William S. Cummings to myself.
2. Letter dated January 18, 1984 from Mr. Cummings to Mr. George Olson.
3. Agreement between CIC, Inc and MRA dated January 9, 1984.
4. Our updated bill for services.

Best regards,

WASSERMAN, SALTER & ROME

  
Edward F. George, Jr.

EFG:mac  
encls.



# Cummings Industrial Centers, Inc.

200 WEST CUMMINGS PARK, WOBURN, MA. 01801 [617]935-8000

January 18, 1984

Edward F. George, Jr., Esquire  
Wasserman, Salter & Rome  
31 Milk Street  
Boston, MA 02109

Dear Ed:

Attached is one fully executed copy of the MRA agreement, including a clean copy of the initialed sketch plan. Also enclosed is a copy of our letter to George W. Olson, Jr., whose firm has been selected by both parties to complete the surveying work called for in the agreement.

As regards the field work which CIC was originally scheduled to do upon execution of the agreement, we have agreed that this work should be scheduled after warmer weather arrives. Actually, the repair to the fence and its footings have been completed already, but the clearing of the existing water course and replacement of the old culvert pipe will be much more appropriately completed in May or June.

Please contact me when you have had an opportunity to prepare the easement as pertains to 200-274 West Cummings Park, and in the meantime I will follow up with Mr. Olson to see how soon he can get going on his work.

Kindest personal regards.

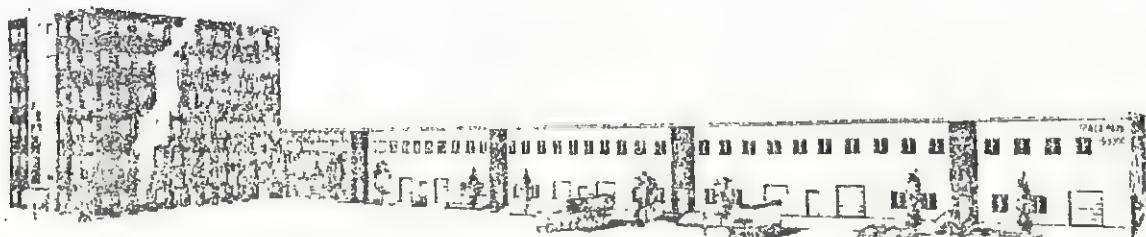
Sincerely,

CUMMINGS INDUSTRIAL CENTERS, INC.

*Bill Cummings*

William S. Cummings  
President

WSC/td  
Enclosures





# Cummings Industrial Centers, Inc.

200 WEST CUMMINGS PARK, WOBURN, MA. 01801 (617)935-8000

January 18, 1984

**COPY**

Mr. George W. Olson, Jr.  
19 Lawson Road  
Woburn, MA 01801

Dear Butch:

The Massachusetts Rifle Association and Cummings Industrial Centers, Inc. recently concluded a written agreement wherein the M.R.A. has agreed to sell to CIC a long, irregular shaped piece of land which lies along our common border at the rear of West Cummings Park. The parcel, which is thought to contain between 0.5 and 1.5 acres, lies along the easterly side of the chain link fence.

In order to properly convey this land, the MRA will need a field survey and a plan establishing a new easterly lot line for the MRA property along the line of the fence. The formerly disputed land on the east side of the fence will be conveyed to CIC.

The attached pages which were excerpted from the agreement accurately describe the survey work that the parties have agreed is needed, and which we hereby request be completed by your firm at the earliest practical date. Would you please review the two aforementioned sheets and contact me at your earliest opportunity to confirm your availability to take on and complete this project.

Sincerely,

CUMMINGS INDUSTRIAL CENTERS, INC.

*Bill Cummings*

William S. Cummings  
President

WSC/td  
Enclosure

WASSERMAN, SALTER & ROME  
COUNSELLORS AT LAW  
31 MILK STREET  
BOSTON, MASSACHUSETTS 02109

(617) 956-1700

March 5, 1984

MRA  
290 R. Salem Street  
PO Box 247  
Woburn, MA 01801

IN MATTER OF

Massachusetts Rifle Association (MRA) Agreement with  
Cummings Industrial Centers, Inc. (CIC, Inc.)

TO PROFESSIONAL SERVICES RENDERED	DISBURSEMENTS	SERVICES	TOTAL
<p>by Edward F. George, Jr.</p> <p>Negotiate and obtain execution of Agreement dated January 9, 1984 between the MRA and CIC, Inc. including:</p> <ul style="list-style-type: none"><li>- review letter dated October 12, 1982 to Arthur White specifically regarding last changes requested by CIC, Inc. and second draft of Agreement enclosed herewith.</li><li>- telephone conference with Richard T. Boyle, President regarding former president White's requested Amendment to said Agreement to enlist the support of CIC, Inc. to obtain well property formerly taken from MRA from the City of Woburn; telephone conference with William S. Cummings regarding the above and negotiate terms of same; draft and prepare said Amendment.</li><li>- attend January MRA Board Meeting to submit and discuss above amendment and to obtain execution of main Agreement after final modifications by R.T. Boyle, President and David Perreault, Treasurer.</li><li>- letter dated January 13, 1984 to Mr. Cummings delivered by hand and enclosing original Agreement in duplicate for his signature; meeting at CIC, Inc. to review and explain modifications in same.</li><li>- hand deliver or mail copies of Agreement of January 9, 1984 to each Board Member of MRA</li></ul>			

WASSERMAN, SALTER & ROME  
COUNSELLORS AT LAW  
31 MILK STREET  
BOSTON, MASSACHUSETTS 02109

(617) 956-1700

Page 2

MRA

IN MATTER OF

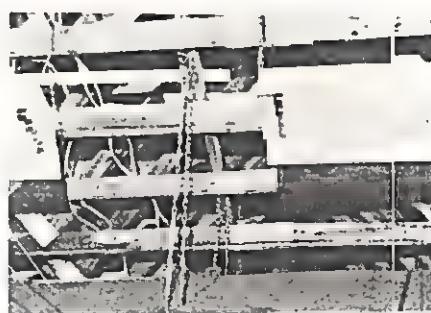
TO PROFESSIONAL SERVICES RENDERED	DISBURSEMENTS	SERVICES	TOTAL
7.25 hours at \$75 per hour  Disbursements to be billed at end of month as we are waiting for our statement from Copy Cop.		543 75	
TOTAL BALANCE DUE THIS BILL			<u>\$543 75</u>

THE Providence Revolver Club's story is unique in its own way. It's the story of an old yet stable club with a metro-located indoor range that had passed its prime in terms of both safety and comfort, of a modest bank balance and reluctant bankers, and of a vigorous membership that had its act — and its leadership — together.

The missing ingredient, money, was the problem. An NRA range loan, \$20,000 in this case, was the answer. Less than six months after the old range was razed just last July, the Providence club dedicated a spanking new six-lane indoor range with modern safety features.

"It would not have been possible without the NRA loan," says Myron W. Rekrut, club secretary-treasurer and a leading figure in the club's renaissance. Rekrut has been working at making the new range a reality for five years, and he had carefully plumbed the local lending market before trying for a small piece of NRA's \$2 million range development fund.

The club began life in 1903 as the Providence Rifle & Revolver Club, moving to its present 2.3-acre site at Cranston in 1904. The land, known as Fenner's Ledge, is a nicely self-contained former slate or stone quarry off Cranston's main drag. Cranston, in turn, is a part of a megalopolis that includes Rhode Island's capital city, Providence, and Warwick. Though the club ground is surrounded by high embankments on three sides and located off the end of a cul-de-sac, the area today is heavily urban. The club is the only one in Cranston, a city of 35,000 people.



Club President Richard G. Fondi (l.) and Secretary-Treasurer Myron W. Rekrut show off the range's system of overhead baffles.

Originally an outdoor range with a simple steel backstop located against a high natural stone escarpment at one end of the property, the club evolved into an indoor range when the first three lanes, followed by three more adjoining, were built beginning in the 1930s. The club had an unbroken history of shooting activity, but it didn't actually purchase the club site from one of its founding members, Albert Bradbury Coulters, until 1949.

Rekrut, who began his association with the club as a junior smallbore shooter in the 1950s and resumed it as a post-college adult in 1968, says the need for a safer and more attractive range became a club goal about five years ago. "We weren't proud of the facility," he acknowledges. While the 31x21-ft. clubhouse was sound, the attached frame range building with its simple angled steel backstop, rudimentary ventilation, lack of safety and soundproofing, was both unappealing and beyond repair. The club began planning for its replacement.

"One of the important roles I had was to collect money for the project," recalls Rekrut. "At the same time, we had to show progress." Since immediate construction was out of the question, the club adopted a modular approach that began with the extensive renovation of the clubhouse. Fortunately, the firing points were located in the clubhouse, and these underwent improvements such as bi-fold dutch doors, soundproofing and carpeting. Restroom facilities, critical to a club with family pretensions, and the kitchen area received attention. Though some work was contracted, club members provided most of the manpower. Mean-



A 1/2 HP fan, assisted by a smaller unit midway in the range, pulls air away from shooters, explains Harry J. Wolochojian.

**An outdated and downright unattractive range was a diminishing asset for the 81-year-old Providence Revolver Club. With an energetic leadership and strong membership, the only hangup was finding the money. The answer was...**

**An NRA**

AMERICAN RIFLEMAN

while, the club hosted dinners and other fund-raising projects to build a nestegg toward the new range.

Perhaps more importantly, Rekrut feels, the club was getting ready for the construction project by analyzing its needs, studying range plans and organizing a professional construction group from the club's membership. From their ranks came a design engineer, a controller, a construction consultant, a purchasing agent, and a job supervisor or foreman.

A central figure to emerge was Richard G. Fondi, today the club president and a fresh civil engineering graduate of the University of Rhode Island, who took on responsibility for designing the structure and accommodating the necessary range equipment. Fondi leaned heavily on his training in value engineering, stressing both safety and construction quality. The frills could be added later. The structure that emerged in the planning was to measure 22 ft. in width, enough to accommodate six firing lanes, and 62 ft. in length.

Once the Providence club had its ducks in a row, it approached NRA Field Representative Robert N. Pemberton, Sr., about securing a portion of the needed construction funds.

Pemberton made a trip to Cranston in mid-1982 and came away impressed. "It's a class club, and the management realizes it has to be run like a business," he recalled. "I wanted to see if they had a plan of action, how they were organized in terms of manpower, materials, time and money." He was particularly impressed with school-teacher Rekrut's approach:

**NRA Field Representative Robert N. Pemberton, Rekrut, and Fondi (l-r.) check out the safety features at the Providence range. A 14-ft.-long safety ceiling and angled baffles protect roof. Soundproofing, ventilation, and structural integrity were major concerns.**



"He knows how to set a goal and the objectives to achieving it."

Once the club had submitted a loan application to NRA's Range Development Dept. at NRA headquarters, Pemberton said, the 10-year \$20,000 loan sailed right through. He credits Rekrut's report on the project — "one of the best-written documents I had ever seen" — as speeding the loan request through NRA channels.

Assured of funds, club members assembled work parties in July and razed the old range house. Only the footers and foundation, which were carefully checked and found adequate and sound, survived the club's demolition team. The foresight of the original range builders here represented a very significant project savings, Fondi says. The removal of the range building exposed the firing points located within the clubhouse, requiring a temporary covering while construction proceeded.

"The most commendable thing was their teamwork," Pemberton says of the construction project. Not only did the active members pitch in, some of the older inactive members were captured by enthusiasm and tolerated 100° F. temperatures to assist. "The next thing I knew," the NRA field representative recalls, "I was invited to the dedication of the new range. The pride they took in the project is evident, and it breeds success. They did about everything we suggested, plus some innovations of their own."

Once the site was cleared — and club members took the occasion to rid the property of unwanted vegetation and accumulated debris — contractors who

had submitted competitive bids moved onto the site. They were retained for three primary tasks, pouring the concrete floor, erecting the 11-ft. high concrete block walls, and installing the joists and roof.

All of this work was done to specifications drawn by Fondi, and it included important structural considerations like filling all of the voids in the block walls with concrete to make doubly certain stray rounds stay inside. There were a lot of other special design considerations. Roof joists were doubled at points where the safety ceiling and overhead baffles were to

*continued on p. 68*



**Fondi and NRA's Pemberton look at the lead recovery system in the Caswell equipment installed by the club-member work crews.**



**Range designer Fondi demonstrates how the ventilation system was tested using smoke grenades. Air is sucked downrange by fans.**

# Range Loan

BY  
**RON KEYSOR**

## NRA Range Loan

continued from p. 37

be suspended, freeze joints around the floor's perimeter to protect the wall from pressure exerted by the 4"-thick, steel reinforced floor, and "zip" strips to help prevent floor cracking. Since keeping the range free from accumulations of shooting residue is important, the floor was sloped to a central drain and dry well. A simple hosing down keeps it clean.

Once the contracted construction work was complete and the basic building under roof, teams of club members under Harry J. Wolooohojian, a club officer and contractor, went to work. The meetings were over; the club had work parties now, and an estimated 95% of the membership participated.

Though the club considered building its own bullet traps, a cost analysis established that the Caswell Leadalator system was more economical, Fondi said. He designed the building to incorporate the Caswell equipment, with club members doing the installation at a substantial savings.

A range-width steel backed safety ceiling was installed over the firing points and extending some 14 ft. downrange. Beyond that, three full-width suspended overhead baffles, each constructed of 2x4" framing for hot-rolled 10-ga. sheet steel sheathed with plywood and covered with acoustical tile, span the range at intervals. The baffles, designed in sections for simplified repair, were suspended on chains from the double joist system at 30° angles. They mask and protect two rows of overhead fluorescent lights and the 450-watt individual target lights. No shot fired from the firing line, regardless of angle, can reach the roof, Fondi said.

The Caswell bullet trap includes side baffles, an overtrap, angled primary impact plates capable of withstanding the punishment of .44 Mag. bullets, and a lead collection system.

Ventilation was an important consideration, and this was provided for in Fondi's design with wire mesh running the full length of the roof overhang soffits. A pair of large exhaust fans, a 1/4-HP unit near the traps and a 1/4-HP unit at the midpoint, assisted by an electrically controlled mechanical intake on the opposite wall, provide positive downrange ventilation. Smoke grenades were used to test the efficiency of the system, which is designed to pull all airborne materials away from the firing points and out of the building. The entire ceiling area is covered with acoustical tile, and the sidewalls are covered with soundboard over firing strips. All of this work, both mechanical and electrical, was completed by club members.

"We bottomlined it," Fondi says, "but we didn't sacrifice quality. "While Fondi and Rekrut are reticent about the final cost of the range building they feel would have cost \$70,000 to \$75,000 to construct, they hinted that the NRA loan alone paid the major portion. The loan will be repaid over a 10-year period through moneys earned by club functions, a one-time \$100 per member building assessment payable over two years for new members, and a \$25 per member annual building assessment. With the 110-member club now showing growth in its new building, it may be possible to reduce the assessments in the future.

Completion of the range in January — some detail work remains — enabled the club to resume its full shooting schedule. Perhaps 25-30% of the membership participates in conventional three-gun bullseye competitive shooting, including the Rhode Island Rifle & Revolver Ass'n indoor pistol league. Many of the club members, however, are interested primarily in informal target shooting. Regardless of the shooter's background, all members participate in a mandatory firearms safety and handling competency program to assure that all persons using the range are safe shooting partners. Since each member has a key to the facility, personal discipline gets a high priority at the Providence club.

What about the future? Rekrut, Fondi and company are concentrating on maintaining a high level of activity, finishing up some detail work, and doing some long-range thinking about building another range on club property. They are also looking to a rebirth of the club's junior smallbore rifle program, a youth program that will include safety training and competitive shooting, programs deterred in the past by the uninviting condition of the old range. ■

**N**RA-affiliated clubs desiring to construct new ranges or improve existing range facilities are reminded of the availability of funds through the NRA Range Loan Program.

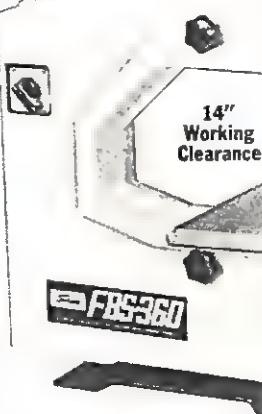
Currently, 15 clubs across the nation are utilizing the program under which NRA has made \$2 million available in the form of 11.1% loans repayable over a 10-year period.

Requirements include NRA club affiliation, at least 75% NRA membership, loan security, and evidence of the ability to repay the loan. Both indoor and outdoor ranges may qualify.

Inquiries should be made to the NRA Range Development Dept. at headquarters (202) 828-6190, or through an NRA Field Staff member. The department also provides expertise in range design and construction.

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(617) 956-1700

GEORGE A. DEAN  
(1936-1973)

ARTHUR THEISE WASSERMAN  
PAUL V. SALTER  
OF COUNSEL

July 17, 1984

Mike Pascavage, Architect  
Cummings Properties, Inc.  
200 West Cummings Park  
Woburn, MA 01801

Dear Mike,

Re the Massachusetts Rifle Association prospective Range Development, thank you for the preliminary proposal dated June 26, 1984 which you submitted at the meeting between the Board of Directors of the Mass. Rifle Association and Bill Cummings, yourself, Jim May, Jamie McKeown and myself.

The following is a summary of the comments which, it appears, form the consensus of the Board after its critique of said preliminary proposal:

- (1) The indoor rifle and pistol range should have the capacity to withstand .22 caliber rim fire ammunition, as well as center fire pistol ammunition up to and including .45 caliber military ball ammunition. There should be 20 firing positions on the indoor rifle and pistol range which should have firing distances of 25 meters, 50 feet and 10 meters. There should not be any "hospital targets" or positions on any of the ranges in the proposal;
- (2) The 50 meter outdoor rifle and pistol range should have the capacity to withstand .22 caliber rim fire ammunition, as well as center fire pistol and rifle ammunition up to and including "30-06 military" ball. The 50 meter outdoor baffled range should have the capacity to conduct shooting at targets placed at moveable distances of 25 meters and 50 meters only;
- (3) The access to the 100 yard and 200 yard outdoor baffled ranges, i.e. to the target holders and backstops for same, should be through a tunnel or other protected structure in order to protect people from the shotfall from the trap ranges and from the firing being conducted on the 50 meter outdoor range.

With regard to the prospective sale of the 4.7 acres known as "the pit" from the MRA to W.S. Cummings Realty Trust, the following items were also discussed and tentatively agreed upon by the group:

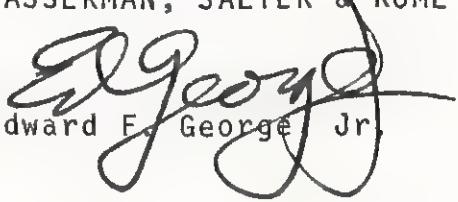
- (a) The Association would like to vary slightly the size of the parcel to retain the rangekeeper's house presently located adjacent to the pit area;
- (b) The Association would require a 20 foot right-of-way across Lot A to be conveyed to its clubhouse parking lot to run with the land;
- (c) Cummings would agree to allow the MRA to use the parking lot adjacent to the new building to be erected and operated by Cummings Properties, Inc. on weekends only for additional parking for the Association functions, including matches, up to a maximum of an additional 100 automobiles;
- (d) Cummings would recognize that the Association's conduct of shooting ranges would continue adjacent to its property in much the same form as was done in the earlier agreement reached between Cummings and the Association on the sale of the .83 acre parcel at the border with 200-274 West Cummings Park. This would take the form of a restrictive covenant to run with the property conveyed;
- (e) Cummings Properties, Inc. would continue to provide architectural and engineering support to the Association in the prospective range development project to include completion of the plans and specifications for same ready for construction and assistance in the selection of contractors to accomplish the work. An agreement would be reached between the Association and Cummings Properties for security patrols of the MRA ranges. This would be independent of the balance of the transaction and renewed annually.

I hope that the foregoing is an accurate outline of our discussions and will provide the basis for our future meetings concerning this project.

Thanks to both yourself and Jim May for your much appreciated and extraordinary efforts in this regard.

Best Regards,

WASSERMAN, SALTER & ROME



Edward F. George Jr.

EFG/emg

cc: R. Boyle                    Jamie McKeown  
R. Ripley                    Entire MRA Board  
D. Perrault  
T. Mearls  
P. Garrison

P.S. - Mike, at the last minute I received a Range Design Consideration Book presented by Detroit-Armor Corporation, Detroit Bullet Trap Division, and I am enclosing the original of said book to your attention herewith. Thanks again,

Ed

Encl.

cc (12/20/84)

*Nicholas S. Haddad M. A. I.*

REAL ESTATE APPRAISER AND CONSULTANT

6 Robin Road  
Beverly, Massachusetts 01915  
(617) 927-2718

July 16, 1984

Edward F. George, Jr., Esquire  
Wasserman and Salter  
31 Milk Street  
Boston, MA 02109

Dear Mr. George:

At your request, I have made an inspection of the portion of land owned by the Massachusetts Rifle Association being considered in an offer made by W.S. Cummings Realty Trust dated July 2, 1984. The offer relates to 4.7 acres shown as lot A on a plan of land dated March 26, 1984.

He is prepared to pay \$300,000 cash for this parcel which is equal to \$63,830 per acre. It is a portion of the total property that I appraised for you in May of 1979 which consisted of 24.1 acres of total land area.

The 4.7 acre site is on the extreme westerly end and is accessible via Rifle Range Road and a 20 foot right of way from Salem Street. It is a generally triangular shaped parcel having a 185 foot frontage on Rifle Range Road and it abuts the property developed by Mr. Cummings. The land is vacant and in the center is gravel exposed indicating that fill has been removed over the years. It tends to be somewhat wet during the rainy season. My understanding is that the offeror, Mr. Cummings, intends to exclude the existing caretakers house and the land relating thereto so that actually, the land would be around 4.0 acres. This would make the offer more nearly \$75,000 per acre.

I am familiar with the Woburn land market and the developments on both sides of Route 128. Considering the configuration of this parcel and its lack of adequate frontage, the offer appears to be reasonable. If this site were to be offered for sale to a non-abutter, its value would be considerably less. From the position of Mr. Cummings, the ability to intergrate the 4.0 ± acres makes the land more valuable to him alone.

Edward F. George, Jr., Esquire  
July 16, 1984  
Page 2

Considering all of the foregoing and from my knowledge and experience in appraising similar real estate, it is my opinion that the offer of \$300,000 for lot A, excluding the dwelling is a reasonable one.

Yours very truly,

*Nicholas Haddad*  
Nicholas S. Haddad, M.A.I.

NSH/sgg

WASSERMAN, SALTER & ROME

COUNSELLORS AT LAW

LEONARD M. SALTER  
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GEORGE A. DEAN  
(1936-1973)

ARTHUR THEISE WASSERMAN  
PAUL V. SALTER  
OF COUNSEL

April 11, 1984

Mr. Richard T. Boyle, President  
Mass. Rifle Association  
1 Mott Street  
Arlington, MA 02174

Re: I. Taking by City of Woburn from MRA (the Well Property)

II. Adverse Possession by MRA of Trap Facility

Dear Dick:

The Board of Directors have posed two questions on which they seek our legal research and opinions:

I. Under what circumstances did the City of Woburn take the property behind the MRA trap pad for use of its wells (municipal water) and under what circumstances can the MRA reacquire this property?

Enclosed herewith in response to that question please find copies of the following:

1. An instrument dated the 2nd day of August, 1966 signed by Ray W. Graves as President of the Mass. Rifle Association and notarized by Charles H. Loring, Esq. and recorded in the Middlesex South Registry of Deeds Book 11211 Page 361 on September 14, 1966 which purports to release to the City of Woburn all the MRA's right, title and interest to the property bounded and described therein (the so-called well property) for consideration paid "being less than \$100.00 by the City of Woburn". Note that the Deed recites that it is to confirm to the City of Woburn title to said property taken by the City by virtue of M.G.L. Chapter 79, Section 10.
2. A copy of the "Plan of Lots for Water Supply Purposes City of Woburn surveyed by George W. Olson, December 4, 1964" and recorded as Plan No. 1097 of 1966 in Middlesex South District Registry of Deeds.
3. A copy of M.G.L. Chapter 79, Section 10, which in our legal opinion is an eminent domain statute, pursuant to which the abovesaid land was taken.

4. A copy of M.G.L. Chapter 40, Section 15, entitled "Abandonment of rights in realty; conditions".
5. A copy of Amendment Article 97 of the Massachusetts Constitution which states that land and easements taken for certain purposes, including water, shall not be disposed of except by the approval of two-thirds of both houses of the legislature (i.e. a special bill).
6. A copy of M.G.L. Chapter 40, Section 15(b) entitled "Water Supply Works; sale or exchange of property" which seems to state that a city which decides that it no longer needs land taken by eminent domain for public water supply works may, with the approval of the state department of environmental quality engineering, sell said land at a private sale. I say "this seems to say" because I believe that this statute must be read in conjunction with Section 15 of Chapter 40 and Article 97 of the State Constitution.

Our conclusion from my reading of all of the above, is that in order to the MRA to reacquire the well property by private sale from the City of Woburn it must obtain the approval of the City Council by a two-thirds majority, the mayor of the City of Woburn, the Department of Environmental Quality Engineering and both houses of the state legislature by a two-thirds majority vote.

There are two other possibilities. First, note that Section 15(b) of Chapter 40 states that, as an alternative to selling land no longer needed for public water supply works, a city "may from time to time lease any property not then so needed, or may permit the use thereof by the public for recreational purposes..... provided, that such lease ..... will not, in the opinion of the said dept. (of environmental quality engineering), affect or interfere with the water supply; and provided, further, that said city..... may, with the approval of same department, revoke said license, lease or agreement for cause determined by it". The MRA could approach the City of Woburn for a lease back to it of the land which would appear not to require the two-thirds vote of the city council, approval of the mayor or the two-thirds vote of both houses of the legislature.

Secondly, please note that the Massachusetts Constitution also guarantees the right of reasonable compensation to any person whose property is appropriated for public use (Mass. Constitution, Part the First, Article X). The Deed recorded

at Book 11211 Page 361 from the MRA to the City of Woburn recites that it is for consideration "being less than \$100.00". This is not "reasonable compensation". Thus, the question arises as to whether or not the MRA has an action against the City of Woburn for the damages from the taking of the land, assuming that the City did not somehow otherwise than recited in the Deed pay the MRA. Section 10 of Chapter 79 contains some vague language the effect of which is that under certain circumstances a petition for award of damages may be brought in court within one (1) year "after such completion (of the public improvement)". That time limit seems to have already run out on the association. However, since the statute is somewhat vague and the Deed states on its face an obvious injustice, i.e. some 16 acres of land being taken for less than \$100.00, I must suppose some sort of a vague lawsuit could also be filed seeking some equitable relief. In our considered opinion, however, that lawsuit would have to encompass more solid grounds than the above and this leads me to the discussion of the second question.

II. Has the MRA acquired by adverse possession prescriptive rights in the trap pad where it has continuous, open and notorious use of it since 1966?

With regard to this issue, please see the copies of the following:

7. Memo dated March 14, 1984 from Gayle Ghittleman, an associate in this firm, to me regarding this issue.

I have carefully read the two existing cases in this Commonwealth on the issue at hand. The first case is entitled Chelsea Yacht Club Vs. Mystic River Bridge Authority 330 Mass. 566, (1953). In that case the Plaintiff, Chelsea Yacht Club owned a building used as its club house which rested upon piles driven into the bed of the Mystic River in tide water upon land owned by the Commonwealth. The clubhouse accessed only by the use of the Chelsea North Bridge which was of course also located on the Commonwealth's property. The Commonwealth, upon building the Mystic River Bridge, removed the Chelsea North Bridge leaving the Plaintiff's clubhouse surrounded by water 200 ft. from land with no means of access. The Chelsea Yacht Club sued for damages, to wit, the isolation of its clubhouse from the land by the Commonwealth. "The Court held, according to established law in other cases", that there could not be a private right of way acquired by adverse use in travelling over a bridge while it was on a public highway. But the court also stated,

"It does not appear who owned Chelsea North Bridge, or that the (Commonwealth) could have granted an easement over it. There is no basis for the implication of an easement in the presumed intentions of the parties."

This of course leaves open the question of whether or not the court would find an easement by adverse possession where it did find facts establishing a basis for the implication of an easement to be the intention of the parties. The MRA would be well advised to question its older members and gather as much information as it possibly can concerning the oral agreements made at the time of the deed of the well property in 1966, particularly with reference to whether or not the City officials agreed to allow the MRA to continue shooting trap on the existing trap pad and to continue using the field behind the trap pad for the MRA's archery program and other recreational purposes. It has been held in the case of Ashley v. Ashley 70 Mass. 197 (1855) that the sellers of a piece of property can testify to an oral agreement made by the buyers of the property to allow the sellers to continue to use a right of way over the land for the purpose of showing that the seller's subsequent possession of such easement for twenty years commenced under a claim of right. The Court held:

"The evidence had a tendency to show that the plaintiff used the way openly as of right, against the owner of the soil, and so was adverse, and this was one of the elements for establishing an easement by prescription."

The Supreme Judicial Court has held in an even older case that individuals may claim a right of way by prescription over land belonging to a town, in the case The Inhabitants of First Parish in Gloucester v. Beach, 19 Mass. 60 (1822).

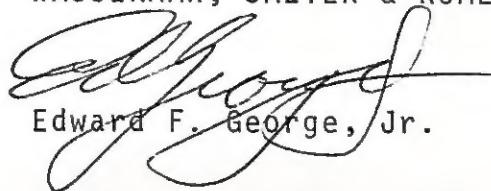
Our conclusion, based on my research into this highly difficult area, is that the MRA may be able to establish by oral testimony that the City of Woburn allowed it an easement to commence to shoot trap on the trap pad and shoot archery on the archery field directly behind the trap pad and that the MRA had done so for twenty (20) years continuously and adversely to the interests of the City of Woburn thus establishing an easement by prescription in order that the club may continue to do so as long as it does not abandon the use. For that reason we would strongly recommend that the club not abandon the present use of its trap pad. An action can be brought in the Land court to establish the rights of the MRA in this land, but whether or not this should be done is a question of strategy and expense.

There is no other indicated course of conduct from a legal viewpoint for the MRA to take in this matter. However, I shall look forward to the opportunity of discussing these issues further with the Board of Directors at the next monthly meeting should they so desire. As I indicated

before, although we will charge the association for the research involved herein, there will be no charge for my attendance at any such meetings.

Best personal regards,

WASSERMAN, SALTER & ROME



Edward F. George, Jr.

EFG:mac  
encl.  
cc Board of Directors

11/29/85

1/30/85 PG.

Mass Rifle Assn.

# Planning Bd. gives OK to original subdivision

By CHERYL MURRAY

WOBURN - Following a meeting Monday night, the Planning Board voted to approve the Mass Rifle Association's definitive subdivision plan for three lots off Rifle Range Road and Oregon Avenue.

The plan, which had been taken under advisement following a recent public hearing, was presented by Attorney Edward George, representing the rifle range.

Members of the Planning Board requested that Cummings Properties, under contract to purchase the land from the rifle range, provide a plan outlining intentions for the future development of the area.

According to the board, decisions would be easier to make if the locations of future buildings and parking lots could be seen and related to traffic flow and access routes on and off Washington Street.

Upon approval of the definitive plan, the rifle range withdrew a new preliminary plan for the three lots off Rifle

Range Road and Oregon Avenue.

The new plan was to serve as a back-up in the event that the definitive plan had been denied.

The rifle range proposal has been the subject of some controversy and an effort by Alderman Bernard J. Golden to rezone it to residential use.

The Planning Board also approved Bryan Melanson's definitive plan for five lots off Prospect Street.

At a previous meeting the Board voted to take the proposal under advisement until more copies of the plan were available and Superintendent of Public Works Robert Simonds had responded to the board in writing indicating that there was no need for a sewer line relocation.

At that time there was a question on the possible relocation of the Mystic Valley sewer line and Melanson was requested to speak with Simonds.

The board received proper documentation Monday night and the plan was approved.

Also discussed was a proposal

by Alderman Bernard Golden which seeks a zoning change of (rifle range) land between Salem Street and Olympia Avenue from Industrial (I-1) to Residential (R-2).

The proposal had been tabled after the last meeting when board member Fred Scearbo aired his concern about insufficient boundaries, acreage and wetlands involved in the proposed rezoning.

The items of concern were addressed Monday night but the board voted not to take action until all public hearings addressing the proposed new Master zoning ordinance in Woburn has been completed.

In other action, Paul Farrington's proposal for two lots on Elijah Street was approved.

Applejack Realty Trust plans were denied for lack of information.

The Planning Board also granted a bond reduction for Ridgewood Estates property off Waltham Street after receiving letters from both Tom Mernan and Superintendent of Public Works Simonds.

★ Rifle Range industrial to residential ★

# Rezoning delights residents, upsets developer

1/30/85  
P.M.  
Tuesday  
January 29, 1985

WOBURN - A proposed rezoning of industrial land in East Woburn to Residential-2 status, met with the strong support of residents of the area, but was literally blasted by officials and an attorney of the Mass. Rifle Association, at a public hearing before the City Council last night.

Sponsored by Alderman Bernard J. Golden of Ward 5, the

designated as an office park.

## Master Plan

In his presentation, Golden reiterated an oft repeated charge that East Woburn is the "dumping ground" for industry, with "no consideration being given the residents of the area."

"East Woburn has taken it for years, as absentee taxpayers try

land involves about 24 acres of land, most of which is owned and occupied by the Mass. Rifle Association, known commonly as the Woburn Rifle Range.

The tract is bounded by the Boston and Maine Railroad tracks on the west, Olympia Avenue on the north, land to the rear of the Cummings Properties holdings on the east, and Salem St. more or less to the

to come in and run our city. It's time to give it back to the people" he charged.

Mrs. Anne Beauchamp a resident of Marietta Street registered strong support for Golden's move, and also presented a petition containing about 300 names of residents of the area who want the land to be designated residential.

south.

After the "heated" public hearing, the Council referred the plan to the committee on ordinance for further review and recommendation.

The massive rezoning comes in the midst of deliberations on the master zoning plan and map by the City Council.

The Master Zoning plan calls for the same land to be

She projected that if industry came to the area, it would generate over 3,000 vehicles to add to already massive traffic problems, while if it were designated residential, the most would be about 150 vehicles.

Similar comments were registered by Barbara Kerrigan of 16 Richards Circle, who

REZONE - PAGE 3A

representing the Rifle Association verbally blasted the move to rezone the property, commented at length on the city's refusal to provide tax relief, forcing them to sell off some land to meet maintenance expenses and pay taxes, and suggested that the hearing being conducted may well be illegal as the plan being discussed had been changed since the initial presentation.

George also indicated that the Rifle Association is going before the State Appellate Tax Board on their case for tax relief. Robert Ripley, Vice President of the Rifle group claimed that the organization has had no help from the city in its 110 years of existence.

Attorney Henry Quill represented Thomas Derro, whose land on Aberjona Drive is also involved in the rezoning plan.

Quill said that there had been discussion to remove that tract from the plan, and said that if that be the case, he had no objection.

"But," he added, "if my client land remains part of the plan, I have no other course but to object strongly as the move will create more bad than good."

Quill suggested that if the rezoning plan is approved it will result in an influx of applications for tax abatements, as the businesses now in vogue will be on a non-conforming status.

At the conclusion of the hearing, Alderman Golden took exceptions to some of the remarks made by Attorney George and Mr. Boyle, and termed them "buddies of Mr. Cummings".

He called for the rezoning proposal to be referred to the committee on ordinance for further examination. That move passed on a 9 to 0 vote.

termed the area "Cummingsville, Massachusetts". She called on the council members to put themselves in the position of the residents of the area, noting that the land in that section of the city had been "raped", and stating that it was time to consider the people of East Woburn.

Mario Liberatore of 7 Richards Circle spoke in favor of Golden's plan as did Catherine Sullivan of 35 Arlington Road, who also blasted the Cummings interests, Hugh Gaffney of 3 Carlena Terrace, Phil McGovern of Ingalls St., John Beauchamp of 7 Marietta Street, James McLeod of 426 Salem St. and a woman resident of 171 Washington St.

McLeod charged that the only method of easing traffic on Washington St. was to "tunnel" from one side of the Cummings holdings to the other.

He also commented on a recent Mayor's statement that the city had the lowest tax rate in the state and the lowest per capita debit and asked "If that be the case, why do we need further industrial expansion?"

While those in favor of the rezoning plan were vocal in their support, Richard Boyle, President of the Mass. Rifle Association was just as vocal in his appeal to leave the land as it stands.

Boyle traced the history of the Rifle Club dating back to 1874, and charged that the club's appeal for tax relief over the years has fallen on deaf ears despite provisions in the general laws of the Commonwealth for such relief on recreational land. He said that a section of the land was recently sold to the Cummings interests, as it was isolated from their major holdings and was actually "cut off" by the city.

Attorney Edward George,

January 30, 1985

Dear Board Member,

Yes, it was an interesting evening at the City Hall on Monday. I made it to the City Council Hearing on the rezoning petition by Mr Golden and saw that go through an interesting discussion. They re-presented their petition with 300 signatures in favor of the rezoning of our property to residential. We had a few representatives present and were represented rather well, I think, given the circumstances. We could stand to have a better rapport with the neighbors around us, however. Noone but members of the Range was there to speak in our behalf. The nasty rumor still persists that we are going to sell all our property and make it into another Industrial park with acres of black top paving and those(as one lady called them)"disgusting cinder block buildings". Given a possible reality of the above scenario, I would put up a big fight, too, were I in the shoes of the East Woburnite. We should do all we can to make friends with Golden and his constituents, but I fear most of the damage may have been done already.

Enclosed is the Woburn Times' version (from the front page) of the two meetings which took place on that night. The outcome of it all and the effects that will result are still to be felt by all of us...

The Board Meeting for February will take place at MRA at 8 o'clock on Monday February 4th PM. Anyone who will not be able to attend this meeting should notify the Secretary in advance (933-5899). Thanks.



P. Garrison  
Secretary  
Mass. Rifle Association